

1 Georgia. If ACSI cannot provision service as quickly as BellSouth, BellSouth will be
2 able to differentiate its product in the market in a manner that will give it a distinct
3 competitive advantage, in addition to its existing competitive advantages over CLECs.

4 **Q. TO YOUR KNOWLEDGE, HAS BELL SOUTH CLAIMED THAT ACSI IS**
5 **PARTIALLY RESPONSIBLE FOR THE DIFFICULTIES EXPERIENCED IN**
6 **PROVISIONING THE INITIAL LOOP ORDERS?**

7 **A. Yes. During the hearings in Docket No. 6863-U, BellSouth witnesses alleged that actions**
8 **by ACSI personnel contributed to the difficulties in provisioning unbundled loops. Several**
9 **of BellSouth's claims regarding ACSI's role in the breakdown of BellSouth loop**
10 **unbundling are simply incorrect. For example, BellSouth claims that ACSI did not give**
11 **BellSouth 48 hours notice to order unbundled loops.² In fact, when ordering loops, ACSI**
12 **submitted a request to BellSouth, and received a Firm Order Confirmation from BellSouth**
13 **that included a written date and time that the cutover would take place. The ACSI**
14 **Interconnection Agreement (Section IV.D.2) requires that the parties agree on a cutover**
15 **time 48 hours in advance of the cutover. This BellSouth Firm Order Confirmation**
16 **constituted such an agreement. In any event, if BellSouth thought that it did not have an**
17 **agreed upon cutover date and time, its order monitoring processes should have ensured**
18 **that the cutover would not take place. Instead, because BellSouth did not have proper**
19 **internal procedures, BellSouth simply cut off service in several instances without**
20 **coordinating the cutover with ACSI at the time and date indicated on BellSouth's own**
21 **Firm Order Confirmation.**

22 BellSouth also claims that ACSI submitted unbundled loop orders with loop
23 unbundling on one day, and service provider number portability on the next.³ There are
24 two reasons why this claim falls flat. First, BellSouth's claim merely points out the fact

² Docket No. 6863-U, BellSouth Witness Varner, Tr. at 135.

³ Docket No. 6863-U, BellSouth Witness Varner, Tr. at 149.

1 that BellSouth's internal order monitoring processes were not in place. All unbundled
2 loop orders are numerically correlated to their respective number portability orders. To
3 the extent BellSouth had concerns about such orders, BellSouth systems should have
4 identified the discrepancy and rejected the order. Because such coordinated systems are
5 not in place, BellSouth does not have the internal capability to identify discrepancies in
6 orders. Second, ACSI has researched the matter and did submit at least one order with
7 loop unbundling requested one day and SPNP on the next; however, that timing pattern
8 was for the deliberate purpose of establishing a hunt group. The loops for the hunt group
9 were connected on the first day and the lead number ported to the hunt group on the next
10 day.

11 **Q. PLEASE DESCRIBE ACSI'S EFFORTS TO TEST THE PROVISIONING OF**
12 **UNBUNDLED LOOPS PRIOR TO SUBMITTING THE LOOP ORDERS THAT**
13 **ARE THE BASIS OF THIS COMPLAINT.**

14 **A.** ACSI conducted a total of sixteen (16) tests for unbundled loops and SPNP. These
15 tests were conducted by ordering service for ACSI's sales office. Pamela Jones, Senior
16 Manager Service Support, and I were responsible for conducting these tests. Both Pam
17 and I made a number of phone calls to BellSouth employees (including Lynn Smith,
18 Barbara Jean and Paula Murphy) to make them fully aware that ACSI was conducting
19 test orders in preparation for handling "live" customer orders.

20 **Q. HOW DID BELL SOUTH'S PERFORMANCE IN PROVISIONING THESE**
21 **UNBUNDLED LOOPS IMPACT ACSI'S MARKETING OF ITS SERVICES?**

22 **A.** Two of the three customers that were disconnected after the cutover process was
23 completed, as described in the testimony of William Stipe, are no longer ACSI
24 customers. ACSI customers routinely ask questions about ACSI's ability to deliver
25 service. While ACSI has been able to reassure customers and is signing up new

1 customers in multiple markets every day, BellSouth's provisioning problems have
2 directly harmed ACSI.

3 **Q. IS THE PROBLEM RESOLVED AS BELL SOUTH HAS SUGGESTED?**

4 A. No. BellSouth claims that it was completely caught up with ACSI loop orders by
5 December 18, 1996. This statement ignores the key fact that ACSI was forced to
6 postpone the placement of orders beginning on December 4, 1996 because it could not
7 rely upon BellSouth's unbundling processes. While BellSouth may have been caught up
8 with orders placed at that time, ACSI had a total of 113 access lines that customers had
9 ordered from ACSI when ACSI filed its Georgia complaint on December 23, 1996. If
10 BellSouth had the proper processes in place, these 113 access lines would have been cut
11 over to ACSI a few days thereafter. Because of the downtime in December caused by
12 BellSouth, these lines could not be cut over until weeks later. While BellSouth's
13 performance has improved and unbundled loops are now being installed, it remains far
14 from satisfactory. The basic problem is that BellSouth still cannot -- or will not --
15 install loops for ACSI at the same intervals as they do for their own retail customers.
16 BellSouth has committed to five-day loop installation intervals. Despite this
17 commitment, BellSouth is not consistently meeting installation within five days.
18 Moreover, ACSI believes that five days to which BellSouth has committed exceeds
19 BellSouth's internal interval. ACSI is unable to verify this belief because BellSouth has
20 yet to provide statistics as to what its end-user intervals are. BellSouth witness Mr.
21 Varner even denies that this is the relevant standard.⁴ Furthermore, BellSouth is not
22 consistently cutting over unbundled loops within the thirty-minute window specified in
23 the ACSI interconnection Agreement.

24 **Q. IS BELL SOUTH CURRENTLY PROVISIONING THE SMALL NUMBER OF**
25 **LOOPS ORDERED BY ACSI?**

⁴ Docket No. 6863-U, Varner Direct Testimony, Exhibit 1.

1 A. Yes, but it is unclear how, and whether BellSouth's procedures are reliable and capable
2 of handling an increased volume of loop orders as ACSI and other CLECs increase
3 their marketing efforts. Although BellSouth has processed certain new orders without
4 incident in recent weeks, BellSouth's refusal to give adequate assurances that it will be
5 able to comply with the provisioning standards set forth in the ACSI Interconnection
6 Agreement makes it impossible for ACSI to be confident that BellSouth has a reliable
7 system in place to unbundle the local loop. For example, in addition to further ACSI
8 volume in Columbus, BellSouth must handle loop orders from Montgomery,
9 Louisville, Birmingham, and additional ACSI cities by year's end. BellSouth's
10 regionalized ordering and provisioning systems must also handle significant volumes of
11 loop orders from MFS, MCI, Intermedia and others. Before ACSI can effectively
12 compete against BellSouth, it will have to be able to order and have installed a
13 significant volume of unbundled loops on a reliable basis. To date, BellSouth has
14 demonstrated no capability of handling high volumes of access lines. Indeed, ACSI has
15 every indication that BellSouth still has not put systems into place for provisioning
16 unbundled loops that should have been in place months ago, given state and federal
17 laws enacted in 1995 and 1996. Moreover, ACSI has no reason to expect that
18 BellSouth will be able to cut over scores of customers a day once ACSI's services
19 establish even a modest foothold in Georgia and other BellSouth states.

20 Q. HAS ACSI EXPERIENCED SIMILAR LOOP PROVISIONING PROBLEMS IN
21 OTHER MARKETS WITHIN THE BELL SOUTH REGION?

22 A. ACSI has only recently initiated switched services in Louisville, Kentucky, and
23 Montgomery, Alabama. BellSouth has in some respects been unable to fulfill its
24 obligations under its Interconnection Agreement with ACSI in these states.

1 Q. CAN ACSI COMPETE EFFECTIVELY IF BELL SOUTH'S STANDARD
2 INSTALLATION INTERVALS EXCEED THOSE WHICH BELL SOUTH
3 AVERAGES FOR ITS OWN CUSTOMERS?

4 A. No. Service quality is as or more important than price in the local market. If an
5 ILEC, such as BellSouth, can guarantee quicker installation, either by longer standard
6 intervals for CLECs or by expediting installation for its own customers, then CLEC
7 service will be viewed as inferior. BellSouth will use such advantages to differentiate
8 its product in the market. Notably, the problem is even worse when, as has been the
9 case, ACSI is unable to meet promised delivery dates due to BellSouth's inability or
10 unwillingness to perform under the ACSI Interconnection Agreement. The fact that
11 BellSouth can embarrass its competitor in front of customers whenever it so chooses
12 simply by dragging its feet is a very disturbing feature of the emerging market structure
13 for competitive local exchange services. There is no significant, immediate,
14 enforceable penalty in place today to act as a competitive safeguard when such incidents
15 occur. I see no remedy for this inherently anticompetitive circumstance other than
16 specified provisioning intervals and a strong enforcement role by regulatory authorities.

17 Q. HAVE YOU ASKED BELL SOUTH TO PROVIDE PARITY IN INSTALLATION
18 INTERVALS?

19 A. Yes. ACSI has asked BellSouth to agree to specific installation intervals with
20 prescribed penalties for failure to meet them. BellSouth has refused. BellSouth did
21 agree, however, in the ACSI Interconnection Agreement to a general standard which
22 obligates it to provide installation services at parity with end-user intervals.
23 Unfortunately, to date, BellSouth has not honored that commitment.

24 Q. WHAT OTHER PROBLEMS HAVE YOU EXPERIENCED IN CONNECTION
25 WITH LOOP INSTALLATION?

1 A. In order to compete effectively, it will be necessary for ACSI to have electronic
2 bonding or interfaces with a number of key BellSouth operational support systems
3 ("OSS"). The OSS used for electronic processing of Customer Service Records
4 ("CSRs"), ordering and order tracking, scheduling and monitoring of installation, repair
5 and maintenance, and billing are just a few critical examples of the types of OSS to
6 which ACSI must have access. Until extensive OSS is established by BellSouth,
7 widespread local competition will not be possible in Georgia.

8 Q. DOES THE INTERCONNECTION AGREEMENT REQUIRE ACCESS TO OSS?

9 A. Yes, in Sections IV.C and IV.D of the ACSI Interconnection Agreement. The
10 Commission also recognized the critical connection between electronic interfaces and
11 the development of local competition in its Order rejecting BellSouth's Statement of
12 Generally Available Terms and Conditions ("SGAT").⁵

13 Q. HOW DOES THAT AFFECT YOUR ABILITY TO COMPETE EFFECTIVELY
14 WITH BELL SOUTH IN THE LOCAL MARKET?

15 A. At the present time, ACSI's volume is low. The current electronic processes are
16 limited to ACSI's submittal of orders to BellSouth, and BellSouth's Firm Order
17 Confirmation back to ACSI. No other aspect of the process is electronic. BellSouth is
18 currently in the process of developing electronic interfaces. ACSI would have expected
19 these processes to be fully established by the time it began ordering service from
20 BellSouth. BellSouth submitted interface documentation to ACSI on February 21,
21 1997. Of course, these additional interfaces have not yet been implemented. The
22 fax/manual processes in place for all other aspects of the process are cumbersome.
23 Moreover, in order to expand further, ACSI will have to increase its volume of orders
24 exponentially in the near future. Other large volume CLECs, such as MCI,
25 Intermedia, and MFS, will soon be entering the local market. Electronic bonding to

⁵ Docket No. 7253-U, Order dated March 21, 1997.

1 BellSouth's OSS is absolutely critical to support that growth. Without it, ACSI and
2 other CLECs cannot hope to garner significant market share. Interexchange carriers
3 ("IXCs"), for example, could not function if the ILECs refused to accept electronic
4 submissions of changes in customers' selections of their primary interexchange carrier
5 ("PIC"). The numbers are simply too great for manual processing.

6 **Q. SHOULD WE ACCEPT BELL SOUTH'S WORD THAT THE NECESSARY**
7 **SYSTEMS WILL BE INSTALLED AND THAT LCSC OFFICES IN**
8 **BIRMINGHAM AND ATLANTA WILL BE ABLE TO HANDLE LARGE**
9 **VOLUMES OF ORDERS?**

10 **A.** No. While ACSI understands that BellSouth is making efforts to put systems in place,
11 given BellSouth's initial performance, this Commission should ensure that electronic
12 interfaces are developed and implemented on a timely basis and are not developed in a
13 manner such that results in the interfaces only being available to large carriers, such as
14 AT&T. Electronic interfaces should be made available to all CLECs through
15 affordable software and hardware. This will guarantee robust competition in Georgia
16 local exchange markets.

17 **Q. PLEASE SUMMARIZE ACSI'S POSITION REGARDING BELL SOUTH'S**
18 **FUTURE PROVISIONING OF UNBUNDLED LOOPS AND THE**
19 **DEVELOPMENT OF LOCAL COMPETITION IN GEORGIA.**

20 **A.** Federal and State laws intended to promote competition in the telecommunications
21 industry require incumbent local exchange companies, such as BellSouth, to provide
22 nondiscriminatory access to unbundled loops. ACSI is one of the earliest providers of
23 competitive switched service in Georgia and is the first competitor to request a significant
24 number of unbundled loops from BellSouth. ACSI has experienced delays in receiving
25 unbundled loops from BellSouth and unreasonable service interruptions in switching
26 customers to those loops. This failure to provide unbundled loops jeopardizes the ability

1 of competitive service providers to attract and retain customers and, therefore, threatens
2 the development of competitive markets in Georgia. Immediate action is required by the
3 Commission in order to avoid irreparable harm to Georgia's emerging competitive
4 markets.

5 Contrary to representations by BellSouth, this situation is not resolved. ACSI
6 recognizes improvements on the part of BellSouth in the provisioning of unbundled loops
7 during recent months; however, ACSI is far from certain that BellSouth has implemented
8 procedures that will allow it to reliably process the increasing volume of loop orders
9 expected as ACSI and others expand their efforts to attract customers. BellSouth has
10 stated repeatedly that the improvements in Columbus are the result of the devotion of
11 additional resources. (*See e.g.*, BellSouth Answer, p. 2.). Dedicating an additional 20 to
12 30 employees to ACSI's order processing may improve the process in the short term, but
13 will not suffice in the long term. ACSI is concerned that BellSouth's approach could be a
14 "Band-Aid" solution that does not address the underlying problem. ACSI is further
15 concerned that if and when BellSouth is granted interLATA authority under Section 271
16 of the Telecommunications Act of 1996, BellSouth's incentive to cooperate with CLECs
17 will vanish and BellSouth will find other applications for the resources it has temporarily
18 devoted to provisioning the Columbus loops. BellSouth needs to develop permanent
19 procedures for the provisioning of unbundled loops and communicate those procedures to
20 the CLECs so that competitive providers can sign up customers with the confidence that
21 BellSouth will be able to deliver unbundled loops. ACSI's concern in this docket is not
22 merely to redress the loops that BellSouth failed to properly provision in 1996 but to
23 protect the development of a competitive telecommunications market.

24 **Q. WHAT RELIEF DOES ACSI REQUEST FROM THIS COMMISSION?**

25 A. ACSI requests that the Commission order BellSouth to cease and desist from its disruptive
26 practices in the provisioning of unbundled loops and order BellSouth to cease and desist

1 from violating the Commission's Order in Docket Nos. 6417-U and 6537-U. ACSI
2 further requests the Commission to impose penalties on BellSouth, as provided in
3 O.C.G.A. § 46-2-91, and to include a discussion of this complaint in its annual report to
4 the General Assembly on the status of the transition to alternative regulation of
5 telecommunications services in Georgia, as required by O.C.G.A. § 46-5-174.

6 ACSI is vitally concerned that BellSouth's lack of adequate procedures for
7 provisioning unbundled loops jeopardizes the development of local competition in
8 Georgia, and therefore requests the Commission to adopt rules, including civil penalties,
9 setting performance standards for the provisioning of unbundled elements, number
10 portability and OSS. These rules must direct BellSouth to provide provisioning intervals
11 for unbundled elements that are in parity with BellSouth's end-user intervals. BellSouth
12 should be directed to file periodic reports detailing its actual performance in provisioning
13 unbundled loops (*i.e.*, metrics). Further, such rules should direct BellSouth to establish
14 expedite and escalate procedures for loop order processing and provide for a Staff
15 Ombudsman or Administrative Law Judge to facilitate informal mediation of CLEC
16 disputes. This will provide for a speedy, effective and efficient mechanism for the
17 resolution of future issues.

18 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

19 **A. Yes, it does.**
20

C. Order Processing

- C.1** ACSI shall place orders for unbundled loops (and other network elements) through completion and submission of the Service Order form specified in the FBOG. The installation time intervals which shall apply thereto are as expressed in subsection IV.D hereafter.
- C.2** Order processing for unbundled loops shall be mechanized, in a form substantially similar to that currently used for the ordering of special access services. Automated interfaces shall be provided into a centralized operations support systems database for determining service availability on loops (e.g., ISCON), confirmation of order acceptance and ongoing order status. If made available by BellSouth to any other telecommunications carrier, automated interfaces shall be provided in a centralized operations support systems database for installation scheduling, confirmation of circuit assignments and completion confirmation.
- C.3** Particular combinations of elements, hereafter referred to as combinations, identified and described by ACSI can be ordered and provisioned as combinations, and not require the enumeration of each element within that combination in each provisioning order, consistent with OBF or other mutually agreed upon procedures.
- C.4** Appropriate ordering/provisioning codes will be established for each identified combination, consistent with OBF or other mutually agreed upon procedures.
- C.5** When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional (except for the integrated SLC).
- C.6** When the open network access platform is available, BellSouth will provide ACSI with the ability to have the BellSouth end office AIN triggers initiated via an appropriate service order from ACSI.
- C.7** ACSI and BellSouth will negotiate in good faith to create a mutually acceptable standard service order/disconnect order format, consistent with OBF or other mutually agreed upon procedures.
- C.8** BellSouth shall exercise best efforts to provide ACSI with the "real time" ability to schedule installation appointments with the customer on-line and access to BellSouth's schedule availability beginning in the second calendar quarter of 1997. In the interim, BellSouth will install unbundled loops and other network elements by the Customer Desired Due Date (CDDD) where facilities permit.

- C.9 When available to any other telecommunications carrier or other customer, BellSouth shall provide "real time" response for firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by Local Service Office (LSO) (such as digital copper, copper analog, ISDN), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardies against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options that were provisioned. This applies to all types of service orders and all network elements.
- C.10 The Parties will negotiate in good faith to establish expedite and escalation procedures for ordering and provisioning, including establishment of a process for ACSI to request the expedite an order on a customer's behalf.

D. Conversion of Exchange Service to Network Elements

- D.1 Installation intervals must be established to ensure that service can be established via unbundled loops in an equivalent timeframe as BellSouth provides services to its own customers, as measured from the date upon which BellSouth receives the order to the date of customer delivery.
- D.2 On each unbundled network element order in a wire center, ACSI and BellSouth will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30-minute window within which both the ACSI and BellSouth personnel will make telephone contact to complete the cutover.
- D.3 Within the appointed 30-minute cutover time, the ACSI contact will call the BellSouth contact designated to perform cross-connection work and when the BellSouth contact is reached in that interval, such work will be promptly performed.
- D.4 If the ACSI contact fails to call or is not ready within the appointed interval and if ACSI has not called to reschedule the work at least two (2) hours prior to the start of the interval, BellSouth and ACSI will reschedule the work order.
- D.5 If the BellSouth contact is not available or not ready at any time during the 30-minute interval, ACSI and BellSouth will reschedule and BellSouth will waive the non-recurring charge for the unbundled elements scheduled for that interval.

- D.6 The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the ACSI collocation arrangement is 5 minutes. If BellSouth causes an Exchange Service to be out of service due solely to its failure for more than 15 minutes, BellSouth will waive the non-recurring charge for that unbundled element.
- D.7 If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of ACSI.
- D.8 If ACSI has ordered Service Provider Number Portability (SPNP) as part of an unbundled loop installation, BellSouth will coordinate implementation of SPNP with the loop installation.
- D.9 The conversion/installation time intervals which shall apply to unbundled loops and other network elements shall be as expressed herein.

E. Service Quality

- E.1 At a minimum, the service quality of leased network elements should match that of BellSouth's own elements and conform to all Bellcore and ANSI requirements applicable to the type of service being provided. In addition, BellSouth will provide maintenance services on network elements purchased by ACSI which are timely, consistent and at parity with that provided when such elements are used for its own purposes.
- E.2 Maintenance support shall be available 7 days a week, 24 hours a day. Provisioning support shall be available at the same times at which BellSouth installs its own bundled local exchange services.
- E.3 Installation and service intervals shall be the same as when BellSouth provisions such network elements for use by itself, its affiliates or its own retail customers.
- E.4 In facility and power outage situations, BellSouth agrees to provide network elements leased by ACSI the same priority for maintenance and restoration as similar elements used by BellSouth for itself or its affiliates.
- E.5 The Parties agree that all interconnection arrangements and services will at a minimum be subject to technical standards which are equal to those that BellSouth affords to itself, other LECs or other telecommunications carriers. This must, at a minimum, include parity in:

- Port features
- Treatment during overflow/congestion conditions
- Equipment/interface protection
- Power redundancy
- Sufficient spare facilities to ensure provisioning, repair, performance and availability
- Mediation functions
- Standard interfaces
- Real time control over switch traffic parameters
- Real time access to integrated test functionality
- Real time access to performance monitoring and alarm data

F. Network Information Exchange

- F.1 BellSouth shall provide ACSI with information sufficient to determine an end user's existing service and feature configurations.
- F.2 BellSouth agrees to provide ACSI with all necessary engineering information regarding all unbundled network elements and combinations thereof, including information normally provided on records such as the detailed design layout records (DLR) for unbundled loops and circuits.
- F.3 BellSouth shall provide information to ACSI on a continuing basis required to keep ACSI apprised of engineering changes associated with BellSouth's network elements and its deployment of new technologies.
- F.4 BellSouth shall provide ACSI with a detailed description of the criteria and procedures used for handling facility and power outages.
- F.5 Where permitted by law, BellSouth will make available to ACSI electronic (magnetic tape and/or diskette) and hard copies of its Master Street Address Guide (MSAG), and any regular updates thereof.
- F.6 BellSouth will provide ACSI with access to a listing and description of all services and features available down to street address detail, including: Type of Class 5 switch by CLLI, line features availability by LSQ, and service availability by LSQ, as well as the data elements required by BellSouth to provision all such services and features.

G. Maintenance and Trouble Resolution

- G.1 BellSouth shall provide automated interfaces to ACSI for field dispatch scheduling, status of repairs and confirmation of repair completion. The mean time to repair unbundled loops shall be equivalent to the mean time to repair reported by BellSouth for its retail customers.

EXHIBIT NO. _____ (ACSI)

Via Facsimile: (404) 529-0332

December 11, 1996

Mr. Richard Teel
Vice President, Regulatory
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Suite 4300
Atlanta, GA 30375

Dear Richard:

ACSI is currently experiencing critical problems with BellSouth's provisioning of unbundled loops in Columbus, Georgia in violation of the Interconnection Agreement between ACSI and BellSouth approved by the Georgia Public Service Commission ("GPSC") on November 6, 1996 ("Interconnection Agreement"). Because BellSouth's provisioning problems cause ACSI customer outages, ACSI cannot add a single unbundled loop until they are resolved. Accordingly, despite the fanfare of BellSouth's interconnection agreements and pro-competitive public position, when the rubber hits the road at the operational level, BellSouth is directly impeding the development of local competition in Georgia.

It is not yet clear whether the problems stem from BellSouth's failure to develop and test its unbundled loop provisioning systems on a timely basis, or deliberate delay. In either case, the delay at this late date is inexcusable. BellSouth has known that it would be required to unbundle local loops under Georgia law since a state statute (SB 137) became effective on July 1, 1995. This obligation was reinforced by the passage of the federal Telecommunications Act of 1996 over 10 months ago. BellSouth appears to have had ample time to develop, test, and implement systems that would permit competitive local exchange carriers ("CLECs") to order unbundled loops through an efficient, speedy, and seamless process.

Furthermore, although ACSI has been experiencing loop provisioning problems for several weeks, and has attempted to resolve them in the field, ACSI notified BellSouth executives on Wednesday, December 4 that these issues were of critical importance and must be resolved immediately. More than a week later, despite further testing by BellSouth, there has been no resolution of any of the problems at issue. In

light of ACSI's current backlog of orders for almost 100 unbundled loops, ACSI cannot afford to squander further time in resolving these issues.

Specifically, ACSI is gravely concerned about the following problems that we have experienced with BellSouth, which not only have delayed our market entry, but also breach Sections IV.C, IV.D, and XI.B of the Interconnection Agreement:

- 1) ACSI is experiencing inconsistencies in the delivery and reliability of BellSouth Firm Order Commitments ("FOCs") which are causing significant and unacceptable delays in the delivery of working unbundled loops. FOCs have not been delivered on time; when they have been on time, there has not been consistent follow through. The problem stems in part from BellSouth's failure to implement the BD Telis automated system for the transfer of FOCs. Because BellSouth did not input new codes into this system, it was not timely available for unbundled loop FOCs. This has significantly delayed the FOC process, in violation of Section IV. D1 of the Interconnection Agreement.
- 2) BellSouth has a problem in its COSMOS system resulting in a failure of its crossover of ACSI customers. This has resulted in severe crossover delays that represent a direct violation of the crossover time frames contained in Section IV.D2.
- 3) BellSouth field personnel that actually implement the process were not familiar with the entire unbundling process, clearly the result of a lack of training. They did not know how to process the ACSI orders, and in some cases, did not recognize the process altogether.
- 4) Once ACSI realized that the loop unbundling process was not working in a manner that would permit efficient crossover to uninterrupted ACSI service, ACSI requested that all crossovers be halted until BellSouth's operational problems could be resolved. BellSouth failed to honor this request and cut over three ACSI customers after ACSI's specific request to the contrary.
- 5) BellSouth has exacerbated the problems by failing to agree to and implement the appropriate escalation procedures in violation of Section IV.C.10 of the Interconnection Agreement. BellSouth has "escalated" the problems through the Account Team, which apparently lacks access to the information and processes necessary for the speedy resolution of ACSI's problems. This defeats the purpose of the escalation process. Escalation should be through the LCSC as we understand to be the case with other CLBCs. BellSouth personnel have claimed that ACSI is different because it alone has specific unbundling intervals. As evidenced by the attached section of MFS' Georgia agreement, however, such intervals are *not* unique to ACSI. Even the LCSC appears to be incapable of delivering on the intervals agreed to in the Interconnection Agreement.

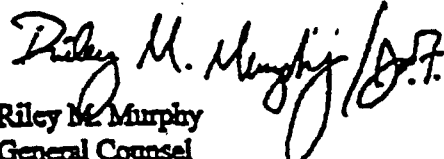
6) BellSouth has provided insufficient information, despite specific, repeated requests from ACSI regarding its 911/E911 systems. BellSouth has not provided information sufficient for ACSI to determine which Public Safety Answering Points ("PSAPs") serve the exchanges that ACSI will serve. BellSouth has also not provided a list of its tandems and the PSAPs that subtend those tandems in each state. ACSI has been forced to engage in a time-consuming and expensive fishing expedition to determine this information. Given the critical importance of this issue to the public safety, this lack of information is particularly inexcusable because it increases the chances that ACSI's 911/E911 arrangements, despite ACSI's best efforts, might not be adequate. BellSouth has made it difficult if not impossible for ACSI to implement Section XLB. of the Interconnection Agreement.

BellSouth's failure to develop efficient unbundled loop provisioning at this late date is causing irreparable harm by delaying ACSI's ability to begin providing service to customers. As long as ACSI is incapable of obtaining efficient provisioning of unbundled loops, it intends to rapidly escalate this issue through the regulatory process at both the state and federal levels.

Please advise me of the procedures BellSouth will implement to correct each of the above-identified problems.

Thank you for your immediate attention to this matter.

Sincerely,


Riley M. Murphy
General Counsel

Enclosure

cc: GPSC Commissioners
Ms. Regina Keeney, Chief, FCC Common Carrier Bureau
Brad Mutschelknaus, Esq.
Craig Dowdy, Esq.
Mary Jo Peade, Esq. (BellSouth)
Mr. Robert Scheye (BellSouth)

@ BELLSOUTH

BellSouth Telecommunications, Inc. 404 223-4374
Room 4333 Fax 404 223-2222
675 West Peachtree Street, N.E.
Atlanta, Georgia 30371

J. Richard Teel
Vice President-Regulatory and
External Affairs

Via Facsimile

December 17, 1996

Ms. Riley M. Murphy
General Counsel
American Communications Services, Inc.
131 National Business Parkway, Suite 100
Annapolis Junction, Maryland 20701

Dear Riley:

I called your office today in response to your letter of December 11, 1996. Unfortunately, you were out of the office and we did not have a chance to talk.

I want to assure you that BellSouth is highly desirous of resolving the operational issues detailed in your letter. Indeed, BellSouth has a team of over twenty people working to fix these problems as quickly as possible.

Please call me at your earliest convenience so that we can discuss BellSouth's efforts to correct the current problems. In the meantime, please accept my apologies on behalf of BellSouth for any inconvenience ACSI may have experienced.

Yours very truly,



Richard Teel
Vice President-Regulatory



EXHIBIT NO. _____ (ACSI-

December 18, 1996

Via Facsimile

Mr. Jerry Hendrix
BellSouth Telecommunications, Inc.
675 N. Peachtree St., N.E.
Atlanta, Georgia 30375

Dear Jerry:

To follow up on our conversation of Thursday, December 12, 1996, it appears that virtually all of the problems addressed in ACSI's letter from Riley M. Murphy to Mr. Richard Teel dated December 11, 1996 ("December 11 Letter") remain unresolved. Furthermore, it appears that, despite further testing, BellSouth has failed to establish the procedures required to carry out its duties under the Interconnection Agreement between ACSI and BellSouth signed on July 25, 1996 ("Agreement").

In our conversation of December 12, 1996, as well as prior conversations, it became clear that BellSouth is unable to implement key portions of the Agreement relating to unbundled loops at this time. In previous conversations, ACSI had requested timeframes for: a) the time between the placement of an order by ACSI and firm order confirmation by BellSouth and b) the time from the placement of an order by ACSI and cutover of the customer to ACSI. Prior to December 12, BellSouth would not provide such timeframes. On December 12, 1996, you committed to: a) 48 hours between the placement of an order and firm order confirmation and b) 5 days from the placement of an order by ACSI to cutover. Of course, these timeframes have not been put into practice in ongoing tests, and ACSI cannot begin cutting over customers until tests have assured that ACSI customers will not be disconnected. Furthermore, any agreement we may reach as to interim timeframes or interim BellSouth performance goals does not excuse BellSouth from full and immediate performance of the Interconnection Agreement.

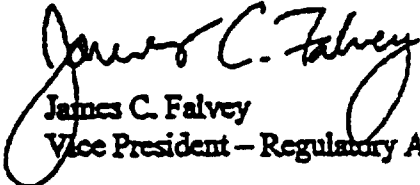
We agreed that these interim timeframes should be memorialized in writing. We also agreed that BellSouth would work towards implementing and improving upon these timeframes as required by the Agreement. We also agreed to formalize in writing expedite and escalation procedures pursuant to Section C10 of the Agreement. As stated

in the December 11 Letter, existing expedite and escalation procedures are entirely lacking.

In the meantime, statements by senior BellSouth personnel, including Executive Vice President Ann Andrews, that BellSouth is not required to perform tasks specifically delineated in the Agreement, as well as the ongoing failings of existing unbundled loop processes, are cause for grave concern. ACSI can only conclude that BellSouth has failed to devote sufficient resources to the implementation of unbundled loop processes. Throughout this process, putative ACSI customers remain BellSouth customers, diverting what should be ACSI revenues to BellSouth.

Brenda Renner and I will be prepared to discuss the memorializing of escalation, expedite, and certain timeframes later today on our 2:30 p.m. conference call.

Sincerely,


James C. Falvey
Vice President - Regulatory Affairs

cc: Riley M. Murphy
Richard Robertson
Brenda Renner
Brad Murscheffmans, Esq.
Craig Dowdy, Esq.

BELLSOUTH
TELECOMMUNICATIONS ®

Southern Bell Center
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

December 19, 1996

Mr. James C. Falvey
Vice President - Regulatory Affairs
ACSI
131 National Business Parkway, Suite 100
Annapolis Junction, Maryland 20701

Dear Mr. Falvey:

Pursuant to your request in your December 18, 1996 letter, below is a summary of the timeframes BellSouth and ACSI agreed to during our conversation of December 12, 1996.

BellSouth will make its best effort to provide ACSI with a Firm Order Confirmation within 48 hours of the receipt of a "good" order, meaning a complete order which BellSouth is able to process. Furthermore, BellSouth agrees that it will coordinate a cutover of a BellSouth customer to ACSI within five days (for non system services such as 1FBs and 1FRs) of the receipt of a "good" order from ACSI.

Based on the above agreed timeframes, BellSouth proposes the following language be incorporated into the existing agreement:

IV. Access to Unbundled Network Elements

C. Order Processing

C.9 - When available to any other telecommunications carrier or other customer, BellSouth shall provide "real time" response for firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by Local Service Center (LSC) (such as digital copper, copper analog, ISDN), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardies against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options that were provisioned. This applies to all types of service orders and all network elements. BellSouth will make its best effort to provide ACSI with a Firm Order Confirmation within 48 hours of receipt of a complete order by BellSouth.

Mr. James C. Felvey
December 19, 1998
Page 2

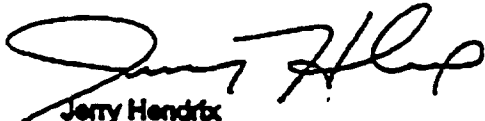
D. Conversion of Exchange Service to Network Elements

D.1 With the exception of circumstances beyond BellSouth's control, BellSouth will
cutover subscribers to ACSI within five days of receipt of a complete order from
ACSI. The five day time frame will be measured from the date upon which BellSouth
receives a complete order from ACSI to the date of customer delivery

Jim, as we discussed during our conversation on Wednesday, December 18, 1998, I would like to include the benefits of the resulting processes from all current activities and I will target to provide proposed contract language for IV.C.10 (Expedite and Escalation) to you by December 23, 1998.

I look forward to hearing from you, please give me a call at (404) 529-8533 and we can discuss further.

Sincerely,



Jerry Hendrix
Director - Interconnection Services/Pricing

**PUBLIC VERSION
CONFIDENTIAL INFORMATION REDACTED**

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
AMERICAN COMMUNICATIONS SERVICES, INC.)	
Complainant)	
)	File No. E-97-09
v.)	
)	
BELLSOUTH TELECOMMUNICATIONS, INC.)	
Defendant)	

**REPLY BRIEF OF
AMERICAN COMMUNICATIONS SERVICES, INC.**

**AMERICAN COMMUNICATIONS
SERVICES, INC.**

Riley M. Murphy
James C. Falvey
AMERICAN COMMUNICATIONS
SERVICES, INC.
131 National Business Parkway
Suite 100
Annapolis Junction, MD 20701
301-617-4200

Brad E. Mutschelknaus
Steven A. Augustino
KELLEY DRYE & WARREN LLP
1200 Nineteenth Street, N.W.,
Suite 500
Washington, D.C. 20036
202-955-9600

Its Attorneys

DATED: June 2, 1997
(Public Version filed
June 13, 1997)

TABLE OF CONTENTS

INTRODUCTION AND SUMMARY	2
I. BELL SOUTH'S CONTENTION THAT THE COMMISSION LACKS JURISDICTION IS MERITLESS	4
II. BELL SOUTH CANNOT AVOID RESPONSIBILITY FOR ITS FAILURES AND THE SHORTCOMINGS IDENTIFIED IN THE INDEPENDENT AUDIT BY BLAMING ACSI	7
A. BellSouth Cannot Use the Absence of Joint Testing as a Pretext to Avoid Preparing to Meet its Obligations Under the Agreement	8
B. Any Minor Errors by ACSI Do Not Excuse BellSouth's Failure to Prepare to Process ACSI's Orders	10
C. BellSouth's Complaint About the Stenciling of ACSI's Collocated Equipment is a Red Herring	13
III. BELL SOUTH'S CONTINUING VIOLATION OF THE PARITY OBLIGATION REQUIRES IMMEDIATE ACTION	15
CONCLUSION	17

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Defendant)	

REPLY BRIEF OF
AMERICAN COMMUNICATIONS SERVICES, INC.

American Communications Services, Inc. ("ACSI"), by its undersigned counsel, respectfully submits its reply brief concerning the formal complaint brought by ACSI against BellSouth Telecommunications, Inc. ("BellSouth").

INTRODUCTION AND SUMMARY

It is undisputed that ACSI's new local service customers experienced significant service disruptions when switching from BellSouth to ACSI. One customer, Corporate Center, was put out of service for over 24 hours in late November 1996 before the attempted installation was abandoned. Jefferson Pilot and Mutual Life Insurance were out of service over four hours each, and each discovered that BellSouth was not forwarding calls to their new (ACSI) telephone numbers. Several other customers, Joseph Wiley, Cullen &